

EXHIBIT Q

FIRST AMENDMENT TO LIMITED LICENSE AGREEMENT

THIS FIRST AMENDMENT (the "First Amendment") to Limited License Agreement executed this ___ day of October, 2010, by and among BURGER KING CORPORATION, a Florida corporation, whose principal place of business is 5505 Blue Lagoon Drive, Miami, Florida 33126 ("BKC"), **DUKE AND KING ACQUISITION CORP.**, a Delaware corporation ("Duke Acquisition"), whose principal place of business is 12281 Nicollet Avenue South, Burnsville, MN 55337, **DUKE AND KING MISSOURI, LLC**, a Missouri limited liability company ("Duke Missouri"), whose principal place of business is 12281 Nicollet Avenue South, Burnsville, MN 55337, **DUKE AND KING HOLDINGS, LLC**, a Delaware limited liability company ("Duke Holdings"), whose principal place of business is 12281 Nicollet Avenue South, Burnsville, MN 55337, **RODGER HEAD** ("Head"), **ROBERT MURPHY** ("Murphy"), and **THOMAS METZGER** ("Metzger") (collectively the "Parties").

WITNESSETH

WHEREAS, BKC and Parties have entered into an Limited License Agreement dated June 30, 2010 (the "Agreement"), pursuant to which BKC granted Licensee a limited license to operate the Restaurants for the period through and including December 30, 2010 (the "Sale Date") on the same terms and conditions (other than term and right of successor or renewal) as originally set forth in the Franchise Agreements for the sole purpose of selling the Restaurants to a BKC approved purchaser, or to arrange an orderly closure;

WHEREAS, Duke Acquisition and BKC entered into a Successor BURGER KING® Restaurant Franchise Agreement and Successor Franchise Agreement Addendum both dated October 24, 2005, as assigned by a Conditional Consent to Assignment of Franchise Agreements and Leases dated November 1, 2006 (collectively, the "BK #9256 Franchise Agreement") for the BURGER KING® Restaurant No. 9256, located at 255 Triangle Lane, Jordan, MN 55352 ("BK #9256").

WHEREAS, the BK #9256 Franchise Agreement expired on August 20, 2010 (the "Expiration Date") and Duke Acquisition has been operating BK #9256 without the benefit of a Franchise Agreement since the Expiration Date. Duke Acquisition no longer has the right to use BKC's Marks and the BURGER KING® System at BK #9256.

WHEREAS, the Parties now desire to amend the Agreement to include BK #9256 to the list of Restaurants listed on Schedule 1 of the Agreement;

NOW, THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the Parties acknowledge is sufficient to create a legally binding agreement, the Parties agree as follows:

I. ACKNOWLEDGMENTS AND WAIVERS

A. The Parties hereto agree that all of the above recitals are true and correct and are hereby incorporated by reference as if each were fully set forth herein.

B. Licensee hereby represents, warrants and confirms that each of the acknowledgments, waivers, representations, warranties and affirmative covenants of Licensee as set forth in the Agreement are true and correct as of the date made and as of the date hereof and no Event of Default or event, with which the lapse of time, the giving of notice, or both, would become an Event of Default (as defined therein), has occurred and is continuing under the Agreement.

II. LIMITED LICENSE

The Parties hereto agree that BK# 9526 shall be included as one of the Restaurants listed on Schedule 1 of the Agreement for all purposes under the Agreement.

III. GENERAL RELEASE

IN FURTHER CONSIDERATION OF BKC'S EXECUTION OF THIS AGREEMENT, LICENSEE, THEIR SUCCESSORS, ASSIGNS, HEIRS, PERSONAL REPRESENTATIVES AND AFFILIATES (INDIVIDUALLY AND COLLECTIVELY THE "RELEASING PARTIES"), REMISE, RELEASE, ACQUIT, SATISFY AND FOREVER DISCHARGES BKC, ITS SUCCESSORS, PREDECESSORS, COUNSEL, INSURERS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, PARENT, FRANCHISEE, AFFILIATES, SUBSIDIARIES AND AGENTS, PAST AND PRESENT (INDIVIDUALLY AND COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, DAMAGES, COSTS, SUITS, DEBTS, COVENANTS, CONTROVERSIES, AND ANY OTHER LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, LIQUIDATED, FIXED, CONTINGENT, MATURED, UNMATURED, DISPUTED, UNDISPUTED, LEGAL OR EQUITABLE (HEREINAFTER "CLAIMS"), WHICH THE RELEASING PARTIES EVER HAD, NOW HAVE, CAN, SHALL OR MAY HAVE, AGAINST ANY OR ALL OF THE RELEASED PARTIES FOR, UPON OR BY REASON OF ANY MATTER, RELATING TO THE RESTAURANTS WHICH ARE THE SUBJECT OF THIS AGREEMENT, FROM THE BEGINNING OF THE WORLD TO THE DATE OF THIS AGREEMENT.

IV. GENERAL

A. No party to this First Amendment has relied upon any oral statement or agreement in making the decision to execute this First Amendment. Licensee represents and warrants that they have reviewed with their attorney the financial and legal risks associated with entering into this First Amendment, including the general release, and releasing BKC from any and all known and unknown claims arising from their relationship,

and that they are entering this First Amendment freely, and with knowledge and acceptance of such risks.

B. Except as hereinabove specifically amended, the Agreement shall remain in full force and effect. The Agreement, as modified by this First Amendment, including all representations, warranties and covenants contained herein and therein, shall be binding upon and inure to the benefit of each of the Parties hereto, and their respective successors and assigns. This First Amendment may be executed in any number of counterparts, with each executed counterpart constituting an original, but all together one and the same instrument. Terms used herein and not otherwise defined shall have the same meanings herein as in the Agreement.

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SIGNATURE BLOCKS BEGIN ON NEXT PAGE

READ, ACKNOWLEDGED, AND AGREED TO as of the date first above
written.

BURGER KING CORPORATION,
a Florida corporation

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of October, 2010, by
_____ as _____ of Burger King
Corporation, a Florida corporation. He/She is personally known to me or has produced a
_____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires:

[SIGNATURES CONTINUE ON NEXT PAGE]

DUKE AND KING MISSOURI,
LLC, a Missouri limited liability
company

By: _____
Title: _____
Attest: _____
Title: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____ and _____ to me well known and known to me to be the individuals described in and who executed the foregoing instrument on behalf of DUKE AND KING MISSOURI, LLC, a Missouri limited liability company, and severally acknowledged to and before me that they executed such instrument and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this ____ day of October, 2010.

NOTARY PUBLIC
Print Name: _____

My Commission Expires:

[SIGNATURES CONTINUE ON NEXT PAGE]

DUKE AND KING ACQUISITION,
CORP., a Delaware Corporation

By: _____
Title: _____
Attest: _____
Title: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____ and _____ to me well known and known to me to be the individuals described in and who executed the foregoing instrument on behalf of DUKE AND KING ACQUISITION, CORP., a Delaware Corporation, and severally acknowledged to and before me that they executed such instrument and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this ____ day of October, 2010.

NOTARY PUBLIC
Print Name: _____

My Commission Expires:

[SIGNATURES CONTINUE ON NEXT PAGE]

DUKE AND KING HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Title: _____
Attest: _____
Title: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____ and _____ to me well known and known to me to be the individuals described in and who executed the foregoing instrument on behalf of DUKE AND KING HOLDINGS, LLC, a Delaware limited liability company, and severally acknowledged to and before me that they executed such instrument and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this ____ day of October, 2010.

NOTARY PUBLIC
Print Name: _____

My Commission Expires:

[SIGNATURES CONTINUE ON NEXT PAGE]

RODGER HEAD, individually

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of October, 2010, by
RODGER HEAD. He is personally known to me or has produced a
_____ as identification.

NOTARY PUBLIC
Print Name: _____

My Commission Expires:

[SIGNATURES CONTINUE ON NEXT PAGE]

THOMAS METZGER, individually

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of October, 2010, by
THOMAS METZGER. He is personally known to me or has produced a
_____ as identification.

NOTARY PUBLIC
Print Name: _____

My Commission Expires:

[SIGNATURES CONTINUE ON NEXT PAGE]

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ROBERT MURPHY, individually

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of October, 2010, by
ROBERT MURPHY. He is personally known to me or has produced a
_____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires:

[END SIGNATURE BLOCKS]